

# **EXHIBIT C**

# DELPHI

## DELPHI CORPORATION LONG TERM CONTRACT

### 1. Purchase of Product

**Sensus Precision Die Casting** ("Seller") agrees to sell, and **Delphi Corporation LLC acting through its Thermal & Interior Division** ("Buyer") agrees to purchase, approximately **One Hundred percent (100%)** of Buyer's production and service requirements for the following products (each referred to as a "Product" and collectively referred to as the "Products"):

Part Number	Description	Per Unit Price	Annual Tool Capacity
6570999	7 CVC Front Head Machined Casting 383 Alloy @ \$0.7525/lb	\$9.625 Effective 7/1/2006	34,500
6570997	7 CVC Rear Head Machined Casting 383 Alloy @ \$0.7525/lb	\$10.161 Effective 7/1/2006	34,500

### 2. Term

With respect to each Product, the term of this Contract is from **Calendar Year 2006** through **Calendar Year 2009**.

3. Prices - Subject to LME NASSAC Index – Quoted price on AL is \$0.7525/lb; Weight = 1.582 lbs./each (Front Head); 1.311 lbs./each (Rear Head)

The per unit price of each Product for **Calendar Year 2006** is **F.O.B. Seller's Plant, Freight Collect (2000 IncoTerms)**. Pricing for each subsequent **Calendar Year** is subject to the following minimum annual percentage reductions from the prior **Calendar Year's** pricing:

Part Number	Calendar Year Pricing		
	2006 (Effective 7/1/2006)	2007 (Effective 1/1/2007)	2008 (Effective 1/1/2008)
6570999 (FH)	\$9.625	\$9.3746	\$9.1306
Minimum reduction	0%	3%	3%
6570997 (RH)	\$10.161	\$9.8877	\$9.6226
Minimum reduction	0%	3%	3%

Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product.

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer.

#### **4. Right to Purchase from Others**

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following July 1, 2007 Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract.

#### **5. Purchase Orders**

All Products will be ordered by Buyer, and delivered by Seller, in accordance with written purchase orders (including related delivery releases and shipping instructions) issued by Buyer from time to time during the term of this Contract. Buyer's General Terms and Conditions, a copy of which is attached, are hereby incorporated into this Contract by reference, provided, however, that Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until July 1, 2007.

Any amendment to, or revision of, such General Terms and Conditions shall also become a part of this Contract, provided that (i) Buyer provides Seller with a copy of such revised Terms and Conditions and (ii) Seller does not object to such revised Terms and Conditions in writing within thirty (30) days after receipt. The Terms and Conditions (together with any revision made a part of this Contract) shall be construed, to the extent possible, as consistent with the terms and conditions set forth in this Contract and as cumulative, provided, however, that if such construction is unreasonable, the terms and conditions set forth in this Contract shall control.

**EXECUTED** by Buyer and Seller as of this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**Buyer:**

**Seller:**

**Delphi Corporation LLC  
acting through its Thermal & Interior  
Division**

**Sensus Precision  
Die Casting**

By:

Name: Cheri N. Simmons

Title: Senior Buyer

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_